

TRANSMITTAL

TO: Mr. Tom Sayles
California Regional Water Quality Control Board
Central Coast Region
895 Aero Vista Place, Suite 101
San Luis Obispo, California 93401

DATE: March 14, 2006
PROJECT NUMBER: 256114X
SUBJECT: Former Mobil Service Station 10-HMG,
1203 Mission Street, Santa Cruz, California.

FROM: Ms. Paula Sime
TITLE: Project Manager

WE ARE SENDING YOU:

COPIES	DATED	DESCRIPTION
1	March 14, 2006	Groundwater Monitoring Well Conveyance

THESE ARE TRANSMITTED as checked below:

☐ For review and approval ☐ Approved as submitted ☐ Resubmit __ copies for approval
☒ As requested ☐ Approved as noted ☐ Submit __ copies for distribution

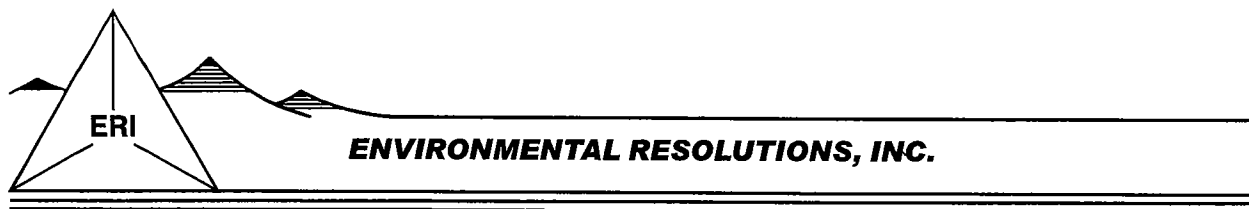
REMARKS: At the request of ExxonMobil Oil Corporation (ExxonMobil), and in accordance with a directive from the California Regional Water Quality Control Board, Central Coast Region (Regional Board) dated February 21, 2006, Environmental Resolutions, Inc. (ERI) is submitting a list of wells to be conveyed and wells to be destroyed in conjunction with closure of the environmental case at the subject site.

Please call me at (707) 766-2026 with any questions regarding this site.

COPY

Paula Sime, Project Manager

cc: Ms. Jennifer C. Sedlachek, ExxonMobil Refining and Supply – Global Remediation
Mr. Steve Baiocchi, Santa Cruz County Health Services, Environmental Health Department
ERI Project File 256114X



March 14, 2006
ERI 256114TS.L04

Ms. Jennifer C. Sedlachek
ExxonMobil Refining & Supply - Global Remediation
4096 Piedmont Avenue #194
Oakland, California 94611

SUBJECT Groundwater Monitoring Well Conveyance
Former Mobil Service Station 10-HMG
1203 Mission Street, Santa Cruz, California

Ms. Sedlachek:

At the request of ExxonMobil Oil Corporation (ExxonMobil), Environmental Resolutions, Inc. (ERI) is submitting this letter documenting well conveyance and destruction plans for groundwater monitoring wells MW1 through MW10, associated with the environmental case at the subject site. The environmental case was closed in a letter from the California Regional Water Quality Control Board, Central Coast Region (Regional Board), dated February 21, 2006. In the case closure letter, the Regional Board requested a list of wells to be transferred and wells to be destroyed. Well locations are shown on the enclosed site map.

On-site wells MW1 through MW4 and off-site well MW7 will be properly destroyed in accordance with permit requirements set forth by Santa Cruz County Health Services Agency, Environmental Health Services (County), and the City of Santa Cruz Water Department (City). The well destruction field work is scheduled to occur March 20 and 21, 2006.

Off-site wells MW5 and MW6 are in use by the adjacent Shell service station. These wells have been conveyed to Shell, as documented in the enclosed *Agreement to Transfer Ownership and Responsibility of Monitoring Wells*, finalized September 23, 2005.

Off-site wells MW8, MW9, and MW10 are in use by Mr. Jim Kelly, owner of the adjacent dry cleaners. According to Mr. Kelly's consultant, RRM, Incorporated, Mr. Kelly wishes to take ownership of the wells. ERI prepared and submitted the well conveyance agreement to Mr. Kelly and has made contact with Mr. Kelly's consultant many times regarding the well conveyance, and has been assured that Mr. Kelly wishes to sign the agreement. However, at the time of this submittal, ERI has not received the signed well conveyance agreement back from Mr. Kelly.

March 14, 2006

Please call Ms. Paula Sime, ERI's project manager for this site, at (707) 766-2026 with questions regarding this work.

Sincerely,
Environmental Resolutions, Inc.

PAULA SIME
SCANNED
IMAGE
JAMES F. CHAPPELL
James F. Chappell
Program Manager

Enclosures: Agreement to Transfer Ownership and Responsibility of Monitoring Wells
 Generalized Site Plan

cc: Mr. Tom Sayles, California Regional Water Quality Control Board, Central Coast Region
 Mr. Steve Baiocchi, Santa Cruz County Health Service, Environmental Health Department

10-44166

**Agreement to Transfer Ownership
and Responsibility of Monitoring Wells**

THIS AGREEMENT to Transfer Ownership and Responsibility of Monitoring Wells ("Agreement") is entered into as of September 23, 2005 (the "Effective Date") by and between the Exxon Mobil Corporation ("ExxonMobil") and Shell Oil Products U.S. ("Shell") hereinafter sometimes collectively referred to as the "Parties".

WHEREAS, ExxonMobil installed two monitoring wells identified as MW-5 and MW-6 on the property located at 1129 Mission Street, Santa Cruz, California (the "Property"). The location of the monitoring wells (hereinafter collectively referred to as the "Wells") is shown on the site map attached hereto as Exhibit A.

WHEREAS, the Parties desire to transfer ownership of the Wells to Shell.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Ownership of and responsibility for the Wells is hereby transferred from ExxonMobil to Shell as of the Effective Date of this Agreement. Both parties acknowledge that if not for this Transfer of Ownership Agreement, the monitoring wells would have been abandoned or removed when no longer needed in accordance with applicable laws and regulations governing monitoring wells abandonment or removal by ExxonMobil.
2. Shell shall be responsible for ensuring that all applicable permits and obligations required by any governmental agency having appropriate jurisdiction in connection with the construction, operation, maintenance or use of monitoring and recovery wells are properly transferred to Shell.
3. Responsibilities of Shell with respect to the Wells include, but are not limited to, wellhead maintenance, sampling and monitoring, compliance with permitting and any other governmental requirements, and proper abandonment at the completion of its use.
4. Shell shall indemnify and hold ExxonMobil harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments, including reasonable attorneys fees, resulting from failure to comply with governmental requirements or from injuries to persons or damage to property, which arise out of the use by Shell of the Wells after the Effective Date.
5. Shell hereby accepts the Wells in "AS IS" "WHERE IS" condition without warranty, express or implied, as to the fitness for use of the equipment conveyed hereby, and without warranty of merchantability, and acknowledges the monitoring wells may have contained and may continue to contain petroleum products or residue thereof. Shell hereby agrees to indemnify, defend, and save ExxonMobil harmless from all liability, damage expense, causes of action, suites, claims or judgments, including reasonable attorneys fees, resulting from, arising out of relating to or in any way connected to the use, maintenance, condition or location of the Wells.

IN WITNESS WHEREOF, the Parties hereto are authorized to and have executed this Agreement as of the day and year written above.

EXXON MOBIL CORPORATION

SHELL OIL PRODUCTS U.S.

By: _____

J Sedlak

Title: _____

PROJECT MANAGER

Address: _____

4096 PIEDMONT AVE #194
OAKLAND, CA 94609

By: _____

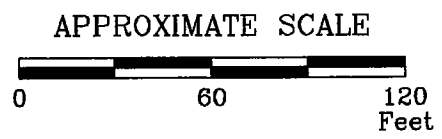
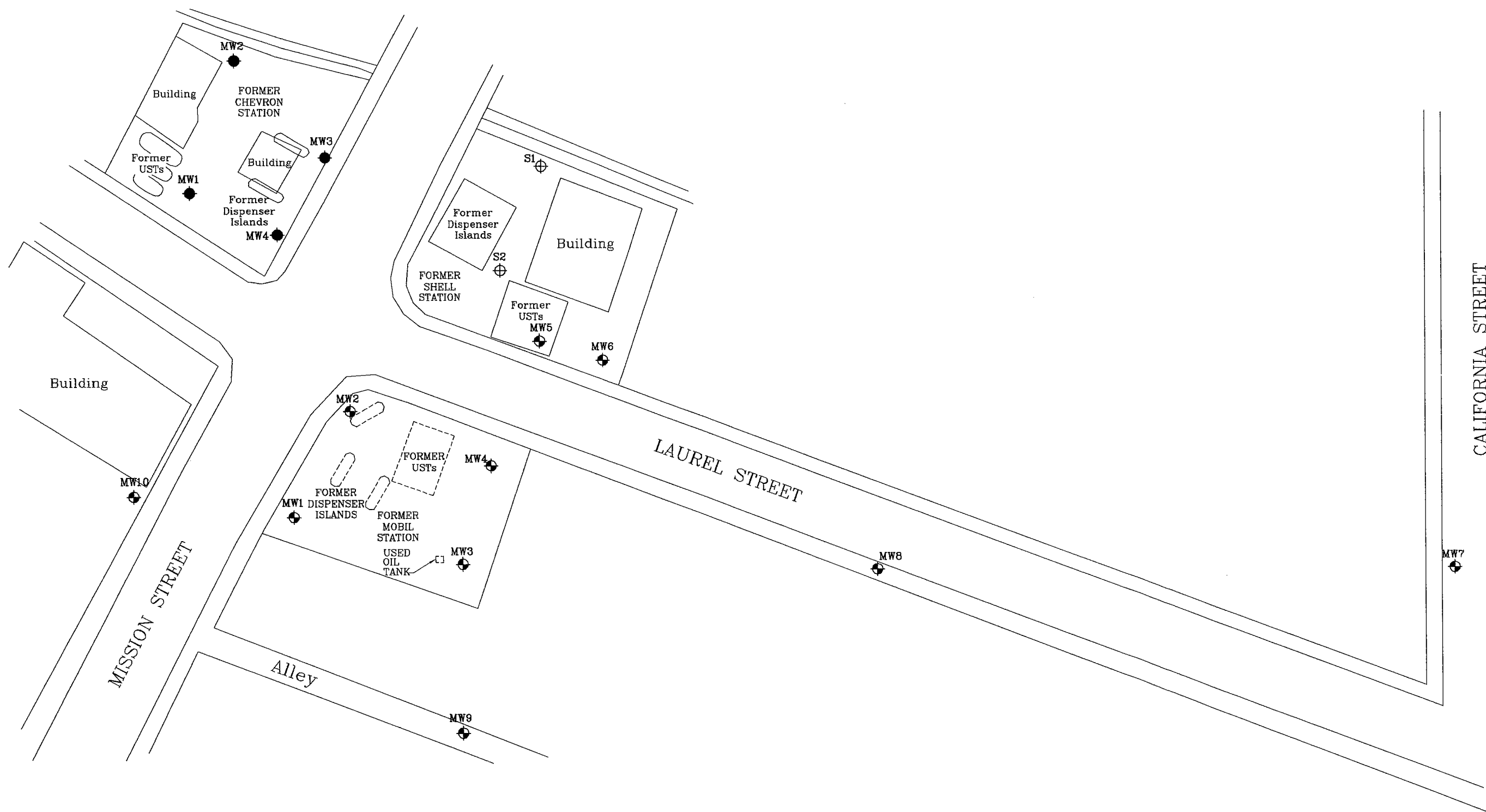
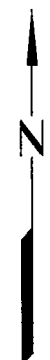
Cal Co

Title: _____

Project Mgr.

Address: _____

20945 S. Wilmington Ave.
Carson, CA



FN 25610002



GENERALIZED SITE PLAN
FORMER MOBIL SERVICE STATION 10-HMG
1203 Mission Street
Santa Cruz, California

- EXPLANATION**
- MW10 Mobil Groundwater Monitoring Well
 - S2 Shell Groundwater Monitoring Well
 - MW4 Chevron Groundwater Monitoring Well
 - UST = Underground Storage Tank

PROJECT NO.
2561
PLATE